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## **APPENDIX A**

### **SCOPE OF SERVICES**

The services and products to be delivered pursuant to this agreement are for the administration and management of the Santa Clara Valley Urban Runoff Pollution Prevention Program (Program) pursuant to the Memorandum of Agreement (MOA) providing for its implementation, signed by the Co-permittees in December 1999. CONSULTANT will be retained to act as Program Manager as set forth in MOA Section 2.10. subject to the ongoing assignment of duties to CONSULTANT, including ongoing work from previous fiscal years, and approval of CONSULTANT's performance of these duties by the Program Management Committee.<sup>1</sup>

Specific services to be provided include program management and administrative duties, permit management, and technical program support as set forth in the Program bylaws. Program Management and administrative tasks include general administrative assistance, Management Committee and subcommittee support and meeting facilitation, development and tracking of annual budget and expenditures, and coordination with the Program's fiscal agent and legal counsel. Permit management tasks include preparation and submittal of annual work plans, annual reports, and other Program deliverables to the San Francisco Bay Regional Water Quality Control Board (Regional Board), representation of the Program during working sessions with Regional Board staff and other groups and authorities, negotiation of permit conditions and submittal of permit application, and identification and resolution of emerging issues which may potentially affect the Program. Technical program management tasks include development of scope of services, schedules, and budgets for technical services, contractor and subcontractor procurement and oversight, and review of contractor and subcontractor work products.

The City of Sunnyvale , as Program's Contracting and Fiscal Agent (CITY or CFA), as defined within MOA Section 4, will work with the Management Committee to authorize payment of CONSULTANT invoices. The Budget Ad Hoc Task Group (AHTG), comprised of several Co-permittee representatives, will assist CONSULTANT in responding to issues as they arise, clarify and discuss alternative approaches to conflict resolution, and review CONSULTANT performance and work products.

#### **1.0 PROGRAM MANAGEMENT/ADMINISTRATION**

##### **1.1 General Administrative Assistance**

CONSULTANT shall provide general administrative assistance to the Program as directed by the Management Committee and detailed in Bylaws Section 200. Tasks may include: assisting revision of the Program Bylaws, policies and procedures; developing partnership agreements with external organizations to the Program to help achieve urban runoff pollution prevention goals; maintenance of a telephone center to receive, respond to, and forward calls from the public; distribution of Program materials to the general public; and other general support tasks.

<sup>1</sup>Contract duration and annual renewal provision are per Contracting and Fiscal Agent's approval (letter dated April 3, 2001) of the Program Management Committee's letter (dated January 31, 2001) that requested "Continuation of contracted services for Program Management."

CONSULTANT will develop a master Program schedule that contains all formal deliverable/action dates. The schedule will include but not be limited to: permit-required submittals; monitoring elements from the 5-year monitoring plan and individual monitoring project work plan schedules; public outreach elements associated with strategies, conceptual plans, contract, and project work plans; and administrative schedules such as the budget cycle, etc. The master schedule is to provide indicators that differentiate regulatory committed deadlines from internal Program schedules. The master schedule will be updated annually to coincide with the annual work plan (March 1 of each year).

## **1.2 Program Meetings Facilitation**

CONSULTANT shall facilitate and support up to 12 Management Committee meetings and up to 40 other Program subcommittee and/or AHTG meetings per year over period of this Agreement. Tasks include development and distribution of agendas, posting agendas, compliance with state and federal open meeting laws for announcing, holding and conducting public meetings, updating mailing lists, copying, reserving meeting places, facilitating meetings, drafting and finalizing minutes, and organizing/conducting follow-up activities at the direction of the Management Committee.

## **1.3 Budget Preparation**

CONSULTANT will assist the Management Committee in development and drafting of annual budgets for the Program for each fiscal year covered by the term of this Agreement and according to a schedule set forth in Section 320 of the Bylaws or as otherwise designated by the Management Committee. Tasks include organizing meetings, identifying and applying for grant funds as directed by the Management Committee, identification and budgeting of nondiscretionary projects, conducting a process for budgeting of discretionary projects, and facilitating meetings.

CONSULTANT will determine the total nondiscretionary assessment amount for each Co-permittee according to current assessment percentages established in the Program's MOA, Section 3.01. CONSULTANT will also determine the total discretionary assessment based upon each Co-permittee's support of discretionary projects as confirmed by its Management Committee representative. CONSULTANT will send out invoices for each Co-permittee's total assessment with direction to provide payment to the CFA.

## **1.4 Budget Reporting**

CONSULTANT will coordinate with the CFA to track receipts and expenditures debited/credited to the Program Trust Fund and to obtain budget status information in order to perform the following budget reporting tasks. All budget reports will be formatted in a clear and concise manner, such that all expenditures, revenues, encumbrances, and adjustments are detailed by project and budget line item.

### ***1.4.1 Semiannual Budget Reconciliation***

CONSULTANT will prepare, with CFA assistance, a midyear budget review, as directed by the Management Committee but usually in February (for the period July 1 through December 31) and an end-of-year budget reconciliation in August (for year ending June 30) of each year. The reconciliation will detail all revenue, expenditures, projected carryover funds, and unexpended unencumbered Co-permittee funds per Program Bylaws Section 340 and MOA Section 3.03.

#### *1.4.2 Budget Updates/Status Summaries*

CONSULTANT will prepare, with the assistance of the Budget AHTG, quarterly budget updates that document all expenditures, reallocation of funds, or movement of monies. CONSULTANT will track expenditures and provide status reports to the Management Committee. Status reports will track budgeted, encumbered, encumbered paid, encumbered remaining, and unencumbered amounts by budget line item.

### **1.5 Legal Liaison**

CONSULTANT will communicate with, and provide assistance to, Program legal counsel on behalf of the Program per MOA Section 2.11. Work performed over the period of this agreement includes holding up to five meetings and nine extended telephone discussions with counsel per year, in which Management Committee representatives may or may not participate.

### **1.6 Information Processing and Reporting**

CONSULTANT shall assist Co-permittee representation of the Program to other organizations or agencies by providing information and supporting feedback. Information shall be distributed to the Co-permittees at the next Management Committee meeting, placing such information on the agenda for discussion/decisions as appropriate. Time-sensitive materials may be distributed more expediently, as needed.

### **1.7 Public Information/Participation Program Development and Management**

CONSULTANT shall conduct long-range planning, and evaluation (implementation contained in Task 3.5) as directed by the Management Committee of the Program's Public Information/Participation (PI/P) activities, including: coordinating the annual process for PI/P project review, developing the PI/P Element Annual Work Plans, preparing the PI/P Element Annual Report, coordinating the outreach strategy with the Water Management Initiative (WMI), and updating the Program's PI/P strategy. CONSULTANT shall also provide support, as needed and approved by the Management Committee, to Co-permittees' requests for public education assistance.

## **2.0 PERMIT MANAGEMENT**

### **2.1 Document Preparation**

#### *2.1.1 Annual Report Preparation*

CONSULTANT shall prepare the Program annual report, to satisfy permit provision C.6 for each fiscal year covered by this agreement (i.e., fiscal year 00-01, 01-02, 02-03, 03-04, and 04-05) and obtain the approval of the Management Committee to submit the reports to the Regional Board. The reports are due to the Regional Board on or before September 15 of each year.

#### *2.1.1.1 Co-permittee Report Assistance*

Work includes, but is not limited to, development and distribution of information and generation of surveys, questionnaires, written guidance, and example report formats by May of each year (subject to Management Committee approval) to facilitate Co-permittee annual report preparation.

#### *2.1.1.2 Program Report Generation*

CONSULTANT will request, obtain, and compile annual report information prepared by the Co-permittees. CONSULTANT shall acquire and compile all other pertinent information regarding Program activities. CONSULTANT will prepare and submit up to two drafts of the Program Annual Report per year for Management Committee review, respond to comments from the Management Committee, and reproduce up to 50 copies per year of the final report for distribution to the Co-permittees and the public. CONSULTANT will provide technical review of sections of the Co-permittees' Annual Reports to evaluate consistency with reporting guidelines.

#### *2.1.2 Work Plan Preparation*

CONSULTANT shall prepare a draft work plan for the Program for each of fiscal years (FY) 2002-2003 through 2006-2007, provide guidance to the Co-permittees in preparation of draft annual work plans, and facilitate submittal of work plans to the Regional Board by March 1 of each year per permit Section C.6.

##### *2.1.2.1 Co-permittee Work Plan Assistance*

Work includes, but is not limited to, development and distribution of information and guidance, questionnaires, and example work plan formats (subject to Management Committee approval) for the Co-permittees that facilitate Co-permittee work plan preparation.

##### *2.1.2.2 Program Work Plan Generation*

CONSULTANT will request, obtain, and compile work plan information prepared by the Co-permittees. CONSULTANT shall acquire and compile all other pertinent work plan tasks and support information regarding Program activities. CONSULTANT will prepare and submit up to two drafts of the Program work plan per year for Management Committee review, respond to comments from the Management Committee, and reproduce up to 50 copies of the final draft work plan per year for distribution to the Co-permittees and the public.

## **2.2 Permit Compliance Assistance**

#### *2.2.1 Co-permittee Permit Compliance Assistance*

CONSULTANT will assist each Co-permittee in the understanding and effective implementation of permit requirements. As directed by the Management Committee, work may include preparation of guidance documents, identifying key indicators of the effectiveness of activities, and development of an evaluation method for performance of the Program collectively and for each Co-permittee. CONSULTANT will review progress, problems, and suggestions for improving the activities with each Co-permittee.

#### *2.2.2 Co-permittee Review Meetings*

CONSULTANT will attend and prepare a summary table of continuous improvement items identified at each Co-permittee Regional Board review meeting. CONSULTANT will compile a list of continuous improvement items for Management Committee review.

### 2.2.3 *Co-permittee Staff Training*

CONSULTANT will annually conduct up to four training workshops or equivalent as directed by the Management Committee for Co-permittee staff. Workshops will focus on technical advice to Co-permittees and new technology and information to improve or replace existing Best Management Practices. At the direction of the Management Committee, workshops may include educational outreach to industries, business groups, and/or developers and contractors.

## 2.3 **Implementation of Continuous Improvement Items**

CONSULTANT will investigate continuous improvement items identified in Co-permittee review meetings, Program work plans, and Program Annual Reports. CONSULTANT will, upon direction by the Management Committee, develop work plans and associated budgets and work plans for specific Program related continuous improvement action items. Work plans will include an evaluation of the relative priority of the continuous improvement item compared to projects already budgeted for the same time period. Negotiate with Regional Board to reprioritize and reschedule existing and planned Program projects as necessary to facilitate work on the continuous improvement item without impacting Program budgets that have been previously approved by the Management Committee. The results of the continuous improvement process will be summarized and included in the Program Annual Report.

## 2.4 **Identification of Potential Regulatory Impacts and Attendance at External Meetings**

CONSULTANT shall assist the Management Committee to identify regulatory issues affecting the Program, prepare comments on applicable proposed regulations, and represent the Program at applicable public hearings and meetings. Additionally, over the period of this agreement, CONSULTANT will represent the Program at up to 88 meetings per year with other groups with influence over or information concerning new or improved opportunities to control storm water pollutants. These groups may include, but are not limited to, the Regional Board, State Water Resources Control Board, Bay Area Storm Water Management Agencies Association, Regional Monitoring Program, California Storm Water Quality Task Force,

Urban Pesticide Committee, Watershed Management Initiative Core Group, environmental groups, and public and special interest groups, as approved and/or directed by the Management Committee.

CONSULTANT will obtain updates to the state database concerning industries which have filed a Notice of Intent to comply with the National Pollutant Discharge Elimination System Permit for Storm Water Discharges Associated With Industrial Facilities, and provide this information to the Co-permittees on a regular basis *or as frequently as provided-with updates from the state or Regional Board.*

## 2.5 **Preparation of Permit Application**

According to the application submittal schedule required by the Regional Board, the CONSULTANT shall conduct the following tasks to prepare and submit the Program's application to renew its National Pollutant Discharge Elimination System Permit.

- Meet with Regional Board staff, Program legal counsel, and a specially-formed Program AHTG;
- Prepare and submit one draft application to the AHTG;
- Revise the draft application according to AHTG comments;

Submit revised draft for second AHTG and Management Committee review and revise per comments;

Submit the final draft application to the Management Committee for approval;

- Submit the final application to the Regional Board;
- Coordinate development of the permit with the WMI via its regulatory subgroup; and
- Make a presentation to the Regional Board at a regular Board meeting.

### **3.0 TECHNICAL PROGRAM MANAGEMENT**

#### **3.1 Subcontractor Selection and Contract Management**

CONSULTANT shall assist the Management Committee in retaining and managing services for specific products or services that CONSULTANT cannot or will not provide directly and which have been budgeted for by the Program. This includes subcontractors to CONSULTANT. CONSULTANT will develop projects/services descriptions subject to approval by the Management Committee. CONSULTANT will advertise for proposals on behalf of the Program and assist the Management Committee in the selection of contractors or subcontractors. CONSULTANT will provide oversight of all contracted or subcontracted work to ensure schedules are maintained and projects/services are kept within the specified subcontract budget.

CONSULTANT will utilize consultant selection processes and contracting procedures as directed by the Management Committee and Bylaws Section 200.1.6 and which are comparable to consultant selection procedures acceptable to the contracting agent.

#### **3.2 Subcontractor Technical Review**

CONSULTANT will provide technical review of work products of contractors and subcontractors and provide recommendations to the Management Committee regarding the quality of the work and any modifications that would improve the final product.

#### **3.3 Performance Standard Development**

CONSULTANT shall assist the Management Committee in the development of one performance standard per year during the period of this agreement, or substantially improve one or more existing performance standards up to the equivalent level of effort of developing one new performance standard.

#### **3.4 Monitoring Program and Permit-Related Projects Development and Implementation**

CONSULTANT shall assist Management Committee with implementation of FY 2001-2002 through FY 2005-2006 monitoring projects and other specific permit-related projects consistent with the annual and 5-year monitoring program contained in the Program's fiscal year work plans. CONSULTANT shall meet quarterly with the Monitoring AHTG to identify projects and products needed to comply with permit provisions C.7. and C.9 and to develop project scopes and time schedules and to review and approve the results of the monitoring projects.

CONSULTANT shall develop and maintain a comprehensive quarterly tracking document for distribution at the Monitoring AHTG and interested Management Committee representatives. The tracking document shall indicate all current and planned monitoring projects and be updated quarterly to indicate project name and purpose, current status (completed, suspended, active, planned), quarterly progress, budget, next steps, and final completion date. The table shall also track any changes as they occur to the name, scope, budget, and



scheduled completion date for monitoring projects.

### **3.5 Public Information and Participation**

CONSULTANT shall assist the Management Committee in implementing FY 2001-2002 through FY 2005-2006 PI/P Projects consistent with the PI/P element contained in the Program's annual work plans. CONSULTANT shall work with the appropriate AHTG to review and approve the results of PI/P projects.

## **4.0 PERFORMANCE EVALUATION**

### **4.1 Internal Program Evaluation**

CONSULTANT shall assist the Management Committee in the performance of an annual internal Program performance evaluation per Bylaw Section 200.4<sup>2</sup>. CONSULTANT shall propose evaluation criteria and develop tools and processes as necessary to acquire, compile, and evaluate the Program's efficient management of funds and completion of specific Program tasks within allocated budgets and time frames. CONSULTANT shall present the results of the evaluation in a Program Evaluation Report for Management Committee review by November 15 of each year. Where appropriate, recommendations will be incorporated in the Annual Report and/or Annual Work Plan as part of the Program's Continuous Improvement Process.

### **4.2 CONSULTANT Self-Evaluation**

CONSULTANT shall conduct an annual self audit and provide a report on performance of CONSULTANT's actions as Program Manager, as specified in the Bylaws Section 200.5. CONSULTANT shall propose evaluation criteria and processes to determine the effectiveness and efficiency of its actions as Program Manager. CONSULTANT shall present its results in a Program Manager Performance Evaluation Report submitted in May for Management Committee review and approval.

### **4.3 External Program Evaluation**

Upon direction by the Management Committee, CONSULTANT shall provide staff support for up to two external program evaluations by a party approved by the Management Committee during the term of this Agreement. This support shall include, but not be limited to, providing the said party access to Program documents and records to assess: (1) permit compliance; (2) the effectiveness, efficiency, and benefits of the Program's outreach, monitoring, and other collaborative pollution prevention efforts; (3) the Management Committee's management of funds held in trust; and (4) the CFA's accounting practices.

## **5.0 ADDITIONAL WORK**

Additional work will only be performed upon approval of the Management Committee..Management Committee review of the proposal and performance of the CONSULTANT will form the basis for approval of entertaining negotiations between the Management Committee and CONSULTANT for annual renewal of this Agreement beyond the time for performance of the Agreement..<sup>2</sup>Implementation of Bylaws Section 200.4 was defined and approved by the Committee on August 17, 2000, according to the letter dated June

## **6.0 GENERAL PROVISIONS**

### **6.1 Contract Manager**

The Contract Manager ("CM") for this contract shall be designated from staff of the Contract/Fiscal Agent. Any modifications to the terms of this contract shall be approved by the Program Management Committee and submitted to CITY to process.

### **6.2 Personnel Changes**

The CM and the Management Committee shall be notified in writing of any changes to CONSULTANT's primary staff for this project.

### **6.3 Legal Services**

No legal services, opinions, or testimony are included in this Scope of Services.

### **6.4 Program Property**

All documents and equipment that have been paid for with funds under this Agreement shall be the property of the Program and delivered to an agency or other party as directed by the Management Committee within 14 calendar days of such a request by the Management Committee or 30 days after completion of the project, whichever comes first.

## **7.0 NOTIFICATION TO PROCEED WITH SUBSEQUENT FISCAL YEARS WORK**

### **7.1 Subsequent Fiscal Year Work**

CONSULTANT shall perform subsequent fiscal year work as approved by the Management Committee and notified in writing by the CFA. CONSULTANT shall not expend or cause to be expended any monies budgeted for subsequent fiscal years without prior documented approval from the Management Committee and written notice to proceed from the CFA. Any monies budgeted for subsequent fiscal years expended without prior written approval by the Management Committee and CFA will not be compensated and will not be considered as work performed under this agreement until such approvals have been issued.

### **7.2 Notification to Proceed With Subsequent Fiscal Year Work**

Based on the Program's annual budget, CONSULTANT will present to the Management Committee on March 1, of each fiscal year CONSULTANT's proposal to perform the work items for the subsequent fiscal year. Management Committee approval of the proposal and performance of CONSULTANT will form the basis for notification to proceed with the work specified within this Agreement for subsequent fiscal years.

### **7.3 Commencement of Subsequent Fiscal Year Work**

CONSULTANT shall commence with work specified for subsequent fiscal years only upon authorization of the Management Committee.

#### **7.4 Subsequent Fiscal Years Budgets**

The budget for subsequent fiscal years (as presented in AppendixB) is approximate and is based upon an assumption of level of effort similar to that budgeted for FY 2005-2006 for all the tasks described herein. The subsequent fiscal years budgets are subject to change upon written notification by the Management Committee.



**APPENDIX B**  
**FEES AND PAYMENT AND**  
**INSURANCE**

Total fees for all services including expenses and payments to subconsultants shall not to exceed \$2,800,000 for fiscal year 2006-2007, and \$2,900,000 for fiscal year FY 2007-2008 payable on time-and-materials basis according to the attached hourly fees and direct expense markup schedule, Attachment B-1. In addition, CONSULTANT shall be paid fees for ongoing activities attributable to FY 2004-2005 and FY 2005-2006, as long as the total expenditures for FY 2004-2005 do not exceed \$2,690,000, and for FY 2005-2006 do not exceed \$2,800,000. The fee schedule may be updated at the beginning of each fiscal year (July 1), as approved by the Program Management Committee, and continuation of this Agreement each year is subject to appropriation of funds for that purpose by each co-permittee and the CFA's governing body.

**ATTACHMENT B-1  
2006-2007 FEE SCHEDULE  
(SCVURPPP Special Rates)**

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and outside direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges. Annual fee increases are set at 4%.

**PERSONNEL**

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation. Personnel rates are as follows:

<b>Personnel Category</b>	<b>Hourly Rate</b>
Principal	\$181
Managing Engineer/Scientist III	\$170
Managing Engineer/Scientist II	\$168
Managing Engineer/Scientist I	\$166
Senior Engineer/Scientist III – Project Leader	\$152
Senior Engineer/Scientist II	\$135
Senior Engineer/Scientist I	\$121
Associate Engineer/Scientist II	\$113
Associate Engineer/Scientist I	\$92
Technician	\$74
Clerical/Computer Data Entry	\$55

Charges for professional services are in increments of one quarter-hour.

Depositions/legal testimony charged portal-to-portal, at 200% of standard rates, with a four-hour

minimum charge. In accordance with California Civil Procedure 2037.7, where applicable, the minimum fee must be paid prior to commencement of testimony. Preparation for court cases is charged on a time-and-materials basis as outlined in this fee schedule.

## **OUTSIDE DIRECT EXPENSES**

Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:

- Costs of subconsultants or subcontractors
- Costs of special fees (insurance, permits, etc.)
- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$ 0.10 each)
- Computer time for special graphic or data analysis applications at \$10/hr of computer time.
- Costs or rental of special equipment
- Costs of authorized travel outside Bay Area
- Automobile mileage directly related to services (federally approved rate)

## **INVOICES**

Invoices are prepared and submitted on a monthly basis, as either final or progress billings.

## Attachment B-2

### INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Consultant shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required if Consultant owns any vehicles. Otherwise, non-owned and hired automobile liability coverage is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability Insurance**: Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per claim and aggregate.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

#### Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, if any, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers, except as follows. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2872 of the Civil Code of California.



2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice has been given to the City of Sunnyvale.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.



## APPENDIX C

### SCHEDULE

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#### 1. PROGRAM MANAGEMENT/ADMINISTRATION (as directed by Management Committee in approved Annual Program Workplan)

##### a. Ongoing Tasks

- Administrative Duties (1.1)
- Management Committee Meetings (1.2) **C Frequency: monthly, third Thursday**
- Other Meetings (1.2)
- Budget Reporting (1.4.2) **Quarterly Status Reports to Management Committee**
- Coordinate With Program Fiscal Agent
- Coordinate With Program Legal Counsel
- Develop and Manage PI/P Program (1.7)

##### b. Time-Specific Tasks

- End-of-Year Budget Reconciliation: **September of each year**
- Invoice co-permittees for next fiscal year assessment: **June of each year**
- Draft subsequent fiscal year program budget: **December of each year**
- Final subsequent fiscal year program budget: **January of each year**
- Midyear budget reconciliation: **February of each year**

#### 2. PERMIT MANAGEMENT (as directed by Management Committee in approved Annual Program Workplan)

##### a. Ongoing Tasks

- Review Progress With Each Copermittee (2.2.2): **Once each fiscal year or as needed**
- Conduct Training Workshops or Equivalent (2.2.3): **up to four per year**
- Identify Regulatory Issues/Prepare Draft Comment Letters (2.3): **as required**
- Represent the Program (2.3): **as required**
- Co-permittee Work Plan Guidance (2.1.2.1): **once per year**
- Implement Continuous Improvement Tasks (2.5): **as required**

##### b. Time-Specific Tasks

- Draft Annual Report: **August each year**
- Final Draft Annual Report: **August Management Committee meeting**
- Draft Program Work Plan: **February each year**
- Final Program Work Plan: **February Management Committee meeting**

**3. TECHNICAL PROGRAM MANAGEMENT (as directed by Management Committee in approved Annual Program Workplan)**

**a. Ongoing Tasks**

- Procure Contract/Subcontract Services
- Oversight of Contract/Subcontract Services
- Technical Review of Contractor/Subcontractor Work Products
- Performance Standards Development/Revision: one per year
- Implementation of Monitoring Projects and Permit Related Projects (3.4)
- Implementation of PI/P Projects (3.5)

**b. Time-Specific Tasks**

- Monitoring Presentation to Management Committee (3.4): **quarterly**

**4. PERFORMANCE EVALUATION (unless otherwise directed by the Management Committee)**

**a. Ongoing Tasks**

**b. Time-Specific Tasks**

- Program Evaluation Report (4.1): **December of each year**
- Program Manager Performance Evaluation Report (4.2): **Draft April of each year and final in September each year included with Annual Program Report**